

September, 1998

Revised March 16, 2005

TO: Owner, Contractor, Developer
FROM: Water Works Superintendent
SUBJECT: APPLICATION FOR WATER SERVICE

All owners of property, contractors, developers who plan to request a water service line connection to the Berlin Water Works distribution system must sign a water service application form the same time a building permit request is made. The application form can be obtained at the Berlin Water Works office located at 55 Willow Street. Applications will be approved or disapproved within thirty (30) days by either the Water Works Superintendent or the Board of Water Commissioners. When disapproved, the reason for disapproval will be stated. A copy of the approved or disapproved application will be given to the applicant.

No physical connection of a water service line to the Berlin Water Works distribution water main will be made between November 1st and April 15th, unless previously coordinated and authorized by the superintendent or his/her authorized representative.

BERLIN WATER WORKS – APPLICATION FOR WATER SERVICE

In signing this application, it is construed that if the applicant is connected to the Berlin Water Works water main, the applicant agrees to abide by the rules and regulations, terms and conditions presently effective under which the Berlin Water Works renders service and/or any rules or regulations, terms and conditions will result in termination of water service to the applicant connected.

APPLICANT TO FILL IN THE FOLLOWING:

Name of Applicant_____

Applicants Address_____Telephone#_____

State location of premise or building lot requested to be connected_____

State when water service connection is desired_____

State type of water use_____

State Owner and owner's mail address if Owner is not the Applicant_____

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NOTE: All cost of water service pipe installation shall be borne by the applicant unless otherwise stated in the Berlin Water Works Rules and Regulations, Terms, and Conditions, a copy of which is available at the Berlin Water Works office, 55 Willow Street, Berlin, New Hampshire.

Applicants
Signature_____Date_____

BERLIN WATER WORKS TO FILL IN THE FOLLOWING:

Size of water main available_____Size of Service_____

Location of Main_____Meter size_____

Special instructions to applicant_____

Application Approved/disapproved by_____Date_____

State Reason if disapproved_____

Date connected to main_____Service number_____

Date meter and remote installed_____Account
number_____FORM

BERLIN WATER WORKS – 55 WILLOW STREET – BERLIN, NH 03570-1883

RULES & REGULATIONS

DEFINITIONS

“CUSTOMER” shall mean any individuals, partnership, firms, association, corporations, city, government, or governmental divisions who own property and are supplied water and/or Fire Protection by the Berlin Water Works. (Revised 3/02)

“WATER MAIN” shall mean the supply pipe from which water service connections are made to supply water to customers.

“SUPERINTENDENT” shall mean the person appointed by the Board of Water Commissioners to administer the day to day operation of the Berlin Water Works for the Board of Water Commissioners.

“BOARD OF WATER COMMISSIONERS” shall mean the policy making body of the Berlin Water Works consisting of four members appointed by the Mayor and confirmed by the City Council with the Mayor being an ex-officio member of the Board.

“REGULAR WORKING HOURS” for the Berlin Water Works office, 55 Willow Street, shall mean 8:00 AM to 4:30 PM, Monday through Friday, excluding holidays. Office telephone is 752-1677. Fax is 752-3055. Emergency telephone numbers can be found under BERLIN CITY OF-Water Dept.

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TERMS AND CONDITIONS

The following Terms and Conditions are a part of the rules and regulations of the Berlin Water Works. The delivery of water service by the Berlin Water Works is conditioned upon the acceptance of these rules and regulations by the present and future water customers. Acceptance by the customer shall be construed to be acceptance of the rules and regulations, terms and conditions presently effective under which the Berlin Water Works renders service, and/or any rules and regulations, terms, and conditions legally effective in the future. The following was approved by the Board of Water Commissioners on September, 16, 1998.

ARTICLE 1 – APPLICATION FOR SERVICE

- A. Application for the water service shall be made on a form provided by the office of the Berlin Water Works, 55 Willow Street. The application must be signed by the owner of the premise or his duly authorized representative. Owners of property, contractors, or developers who plan to request a water service connection to the Berlin Water Works distribution system must sign a water service application form the same time a building permit request is made at the City Hall Health Department. Application(s) will be approved or disapproved within thirty (30) days by either the Water Works Superintendent or the Board of Water Commissioners. If disapproved, the reason for disapproval will be stated. A copy of the approved or disapproved application will be given to the applicant. The rendering of service by the Berlin Water Works and the acceptance, thereof, by the customer shall be deemed a valid contract between the parties, their heirs, assigns or successors, including and subject to all the provisions of the Berlin Water Works rates, rules and regulations applicable to that water service whether or not a signed application is made by a customer and accepted by the Berlin Water Works. New owners of commercial and industrial premises shall be required to reapply for water service and shall be bound by all rules and regulations of the Berlin Water Works.
- B. All applicants will be required to install backflow prevention devices as required by the Berlin Water Works Superintendent unless otherwise exempt by the Superintendent. Devices shall be installed, maintained and tested as required by the Berlin Water Works at customer's expense.

ARTICLE 2 – WATER SERVICE RATES, FEES & CHARGES.
(SEE RATES SCHEDULE)

- A.** A rate schedule is available for reference at the Berlin Water Works office, located at 55 Willow Street, Berlin, New Hampshire. Rate Schedule is available by mail if requester includes a self-addressed envelope with proper postage with a written request for the Rate Schedule. All water passing through the meter will be charged whether used, wasted or lost by leakage. For water leaks an adjustment may be made on the Assessment amount based on past usage; however, the adjustment is made for one quarter only for the leak. It is the responsibility of the property owner to maintain their building and repair leaks. An adjustment to one year's water bills may be made in the case of wrong meter head size installation. The one limit may be extended in extenuating circumstances.

ARTICLE 3 – WATER SERVICE PIPE

- A.** Location. Water Service pipe connections shall be made only from the street that is the legal address of the premise served, unless otherwise authorized by the Berlin Water Works.
- B.** Installation, Ownership and Maintenance. The customer owns and is responsible to maintain the service line from the property line at the sidewalk or curb into the structure being serviced with water.

For new customers: a new service line connection from existing water main into the structure, will be installed by the customer at his or her expense. The water meter, the curb stop, the backflow prevention device, and the water main corporation will be supplied at no charge by the Berlin Water Works (For larger than ¾-inch meters and ¾-inch backflow devices – see Article 5C & 5D).

For new service line connections larger than 1-inch in diameter to an existing water main, the customer will be required to pay the Berlin Water Works for the tap connection device and the shut off valve. The cost of physical connection to the water main, up to and including 8-inch will be provided by Berlin Water Works at no charge. The Berlin Water Works reserves the right to charge additional connection fees when warranted by the Board (Revised 7/19/06).

The Berlin Water Works owns and will maintain the water meters, the non-testable backflow prevention devices up to ¾-inch, the curb stop valves, and the corporation valves. The Berlin Water Works will maintain the customer owned service line from the water main to the customer's property line at the sidewalk or curb or the edge of pavement.

For all existing meters, and/or backflow prevention devices, which need to be replaced after March 2005, the Berlin Water Works will acquire and install the replacements, and will maintain ownership and maintenance responsibilities. This applies to all residential, institutional, commercial, and industrial customers. Customers will be charged at cost for replacements, minus cost of ¾-inch meter and/or ¾-inch Backflow Prevention device.

The corporation at the water main in the street and the physical connection of the water service line to the corporation will be made by the Berlin Water Works. Berlin Water Works will maintain the copper water

service line in the street right-of-way at no expense to the customer. Maintenance of and replacement of a galvanized service line in the street right-of-way shall be the responsibility of the Berlin Water Works. Maintenance of the water service line on private property shall be the responsibility of the customer.

Failure of the customer to repair/replace a leaking water service line on private property within a reasonable time after notification to customer by Berlin Water Works to make repairs shall result in discontinuance of water service to the customer. (Revised 3/16/05)

- C. Pipe material, size, joint customer service, excavation and back fill requirements. Water service pipe material shall be Type K copper for sizes up to two inches. Larger sizes shall be Ductile Iron Class 52. With all services continuity of water service line must be maintained in order to facilitate future line thawing. In large size ductile iron pipe, brass wedges or other approved method must be used.* Water service pipe size shall be approved by the Water Works Superintendent, but in no event shall it be less than ¾ inch inside diameter piece. All new and replaced water service pipe shall supply only one customer. Where more than one customer is presently supplied through one service pipe any violation of the rules of the Berlin Water Works by either or any of the customers so supplied shall be deemed a violation by all and the Berlin Water Works may take such action as could be taken against a single customer except that such action shall not be taken until the innocent customer(s), who are not in violation of the Water Works rules, have been given a reasonable opportunity to attach their pipe to a separate controlled connection. Customer must obtain a Street Opening Permit from the City Engineer's office prior to excavation of pipe trench in City Streets. Water service pipe shall be installed with six (6) feet of earth cover and insulated. Where six feet cannot be obtained the pipe shall have additional insulation (see Berlin Water Works specifications). In no case shall the service pipe be installed with less than five (5) feet of earth cover. Water service pipe shall be embedded in sand to a minimum height of twelve (12) inches over the pipe and a minimum of six (6) inches beneath and on both sides of the

pipe. All excavation and backfill work shall be in compliance with the City of Berlin's street opening program. (revised 3/16/05)

- D. Joint use of Pipe Trench. No new or replaced water service pipe shall be laid in the same trench with sewer, electric, telephone or other utility lines, nor within three (3) feet of any open excavation or vault including catch basins and manholes. Where a hardship would occur due to excessive amounts of ledge to be excavated, the water service line can be installed together with the house sewer line provided the water service line is located with three (3) feet clearance between the two pipes and the water line is eighteen (18) inches above the top of the sewer pipe.
- E. Premise Valves. Every water service line must be provided with two (2) valves, one to be located on each side of the water meter. The customer
- F. shall pay for and be responsible for the installation and maintenance of the premise valves located on either side of the meter. Premise valve (full port) shall be of the type approved by the Berlin Water Works.
- G. Thawing of Service Pipe. The Berlin Water Works maintains and operates apparatus for thawing of frozen water service pipes. When it is clearly demonstrated that the water service is frozen from the water main to the meter, the Water Works will attempt to thaw the frozen water service pipe after the customer has signed a general release agreement. A charge (See Rate Schedule) for use of the equipment and Water Works labor shall be billed to the customer for services rendered.
- H. Authority to Connect and Discontinue Connections to Street Water Mains. Only the Superintendent of the Berlin Water Works, or his authorized agents shall tap any street water main under the control of Berlin Water Works and connect any service line thereto. No person shall turn on or shut off the water from any service pipe connected to such street water main, or from any pipe, hydrant or other water fixture without first obtaining permission from a duly authorized agent of the Berlin Water Works.
- I. No liability for Interrupted or Unsatisfactory Service. Berlin Water Works shall not be held responsible for any damage(s) caused by shut-off(s) in the street water main(s) or service pipe(s) because of shortage of supply or for repairs, street main extensions or replacement, or connections or for any other reason beyond the control of the Berlin Water Works. Notice of a water service shut-off or interrupted service will be given when practicable, but nothing in these rules shall be construed as requiring the giving of such a notice. Berlin Water Works shall not be held responsible for damage caused by discolored water, which may occur as a result of cleaning of water pipes, reservoirs, storage tanks, or due to the opening or closing of any valves, hydrants or any other cause, when not due to lack of reasonable care on the part of the Berlin Water Works.

- J.** Where Berlin Water Works has supplied customers with a pressure reducing valve, the Berlin Water Works will not own or be responsible to maintain or replace the pressure reducing valve. (revised 3/16/05)

ARTICLE 4 – CONNECTIONS WITH OTHER SYSTEMS

- A. Inter Supply Connections. No connections to other potable water supply systems such as spring(s), well(s) cistern(s) shall be made unless a backflow prevention device is installed in accordance with the City of Berlin Municipal Code of Ordinances, Charter 4, Section 4.600 and the New Hampshire Code of Administrative Rules, Part WS 314.
- B. Cross Connections. No cross connection between the Berlin Water Works potable water supply system and any non-potable supply, whether liquid or gas, will be allowed unless the potable water supply is protected by a system specifically designed for this purpose and the cross-connection is approved and permitted by the Berlin Water Works in accordance with the Cross Connection Control Program for the City of Berlin.
- C. No connection of potable water plumbing or potable water drain lines shall be made to any waste drains such as roof, cellar, storm and sanitary drains. If the Berlin Water Works discovers such a connection, service shall be discontinued immediately.
- D.** Berlin Water Works reserves the right to: (1) require frequency inspection of customers(s) buildings or premise to insure compliance with Cross Connection Program; (2) require the purchase and installation of approved protective devices located at the service entrance of the premise; (3) require periodic inspection, testing and repair of all protective devices; and (4) terminate service upon failure to comply with any of the above and the requirements of the City of Berlin Municipal Code of Ordinances, Charter 4, Section 4.600.
- E. A copy of the Berlin Water Works Cross Connection Control Program for the City of Berlin is available at the Berlin Water Works office or at the Health Department located at the City Hall.

ARTICLE 5 – METERED, NON-METERED SERVICES AND BACKFLOW PREVENTION DEVICES

- A. Meter Service. Unless otherwise approved by the Berlin Water Works, all water service lines shall be metered. Water connection(s) between water mains and water meter are not allowed. Size of the meter shall be determined by the Berlin Water Works. Meter shall be furnished and owned by the Water Works. The customer shall provide a clean, dry and

heated place, always free from debris, for the installation of the meter. The location of the meter shall be such as to provide easy access by a person in an upright position for reading, maintenance and changing the meter. The customer shall provide for a copper horn setting for meters of 5/8-inch to 1-inch size at his/her expense. Meters 1½ inches and larger shall be installed according to a sketch of typical meter installations which may be obtained at the Water Works Office. Bypasses on all meters 1½ inches or larger shall be properly valved and sealed. If extra meters are desired by the customer for showing subdivision of the service, the meters shall be furnished, installed and read by the customer and at the customers expense. Should a meter be found not to register, the bill for the period of non-registration will be estimated based for the period of non-registrations will be estimated based on information recorded prior to or subsequent to the period of non-registration, and on any other pertinent information supplied by the customer or known to the Berlin Water Works. If the customer fails to provide a suitable location for the meter inside the premise, the customer shall be at the expense of providing an underground box or vault to house the meter. (revised 3/16/05)

- B. Flat Rate or Average Consumption Service. Where in the opinion of the Berlin Water Works a meter cannot be located on a water service line, the customer shall be billed on a flat rate (average consumption) for water usage. Average consumption or flat rate charges shall be established by the Board of Water Commissioners. For domestic usage it will be based upon the National Average usage. For commercial and industrial usage, the average will be determined by the Board of Water Commissioners.
- C. For all meters, the Berlin Water Works will size and then provide and/or replace periodically as necessary all meters to maintain accurate water usage measurement. For larger than ¾-inch meters, customers will be charged the cost of the meter, minus the cost of a ¾-inch meter. All meters in continuous use should be changed out or rebuilt after 20 years of usage or when measurement accuracy warrants replacement. This applies to all residential, commercial, institutional and industrial customers (See also Article 3B for further information on meters, and other service line devices) (Revised 3/16/05)
- D. To maintain system protection, the Berlin Water Works will size and then provide all backflow prevention devices. For larger than ¾-inch backflow prevention device's, customers will be charged the cost of the backflow prevention device's, minus the cost of a ¾-inch non-testable backflow prevention device. Testable backflow prevention device's will be tested by Berlin Water Works annually or semi-annually depending on the type of device. This applies to all residential, commercial, and institutional customers. Industrial and certain other specified customers will be tested and maintained by outside contractors and results forwarded to Berlin Water Works. (See also Article 3B for further information on backflow prevention device's, and other service line devices) (Revised 3/16/05)

ARTICLE 6 – PAYMENT FOR SERVICE

- A. Bills. Bills for water service shall be rendered periodically in accordance with the “Terms of Payment” specified in the applicable rate schedule and are due and payable upon presentation at the office of the Berlin Water Works, and at such other places as may be announced by the Berlin Water Works.
- B. Monthly payments may be made in advance towards quarterly water bills. Customers may stop by the office or mail in a monthly amount to be credited to their account. Direct electronic payments can be arranged. (Revised 3/16/05)
- C. Agreements for payment of current and overdue water bills may be established at the Berlin Water Works office. An agreed upon payment plan between the customer and the office is signed by both parties. The agreement sets the payment amount and the payment dates (weekly, bi-weekly or monthly). By signing the agreement form, the customer agrees to make payments as stated and to also pay future quarterly bills as they are due. Failure to comply with the agreement can result in termination of water service and/or small claims court or collection agency. Agreements must be made before the water is shut-off for non-payment. Once a customer fails an agreement, they will no longer have the option of paying by agreement. They will be responsible for the amount due in full.
- D. Disconnection for non-payment. Water bills are mailed quarterly and customers have thirty (30) days to pay the water bill. Past due notices are mailed after due date. There will be a \$3.00 charge for past due notices and for shut-off notices. Before the next quarterly bill goes out, shut-off notices are sent to customers owing one (1) or more quarters. Before the shut-off date the properties are checked to see if the customer has an agreement on file or if there is more than one unit in the building. Per Senate Bill 632, tenants in a multi-unit building will receive at least 7 days notice of water shut-off, with the copy of the notice also mailed to the property owner and tenants will have option to make agreement with Berlin Water Works to pay for water service as of date of request to prevent disconnection. Agreements are accepted only if customers call before the shut-off date. On the date of shut-off, the Water Works crew goes to the property to disconnect the water. The crew is not obligated to contact person(s) at premise before disconnecting. Once the water is shut-off, we do not turn the water back on until the account is paid in full

plus the \$75.00 re-connection fee. When the crew is dispatched to shut-off the water service for non-payment and the crew is on site when the payment is being made, the \$75.00 re-connection fee will be charged to cover cost involved. The re-connection fee of \$75.00 will be increased to \$150 for non-payment customers who have been shut-off for non-payment in the previous 2-year period. We do not turn on water after 2:30 PM unless the customer wishes to pay the call-in fee of at least \$150.00.(revised 3/16/05)

- E. Failure of a customer to receive a water bill does not relieve the customer of the obligation to make payment, and payment of late charges, nor from the consequences of non-payment.
- F. In the event the Berlin Water Works representative, while calling on his/her regular appointed meter reading rounds, cannot readily gain access to the water meter for the purpose of determining the meter reading, the Berlin Water Works will then make its best estimate of the consumption that might be registered by the meter since the last date the meter was read, and so charge and bill the customer for the period based on this estimate. Such a bill shall be as valid as if the reading of the meter had actually been determined. Do to lack of access there shall be no more than two (2) consecutive estimated bills and after the second such bill has been prepared the customer must, upon the request of the Berlin Water Works, provide a safe access to the meter so that the next bill shall be based upon an actual reading. Failure by the customer to provide the requested access to his /her property shall result in the disconnection of the water service to that customer's property, without further notice. Customer will be required to pay all expense costs to the Berlin Water Works for discontinuance of service.
- G. Deposits. To protect against loss, the Berlin Water Works may require a satisfactory deposit before rendering service to any customer. The deposit amount shall be equal to the customers estimated water usage for one year. The customers' account shall be credited annually with simple interest at the rate of 5% per annum on all deposits held six months or more. Deposits plus interest accrued, less any amount due the Berlin Water Works, will be refunded as follows: (a) upon termination of service, or (b) when satisfactory credit relations have been established over a period of not less than twelve (12) months. Satisfactory credit relations shall be determined by the Water Works Superintendent or his/her authorized representative. When a deposit has been applied against any account which has been terminated, interest shall cease to be accumulated on the balance as of the date of the termination. The Berlin Water Works Superintendent may recommend to the Board of Water Commissioners the inclusion of present customers in the requirement for deposit where it has been determined that a lack of responsibility in water service bill payments has been noted.
- H. A late payment charge, as noted in the rate schedule, Miscellaneous Service charges, will be added to all water bills that remain unpaid thirty (30)days after the billing date (day bills placed in mail).

- I. In lieu of interrupting or discontinuance of water service, the Berlin Water Works may take a customer to Small Claims Court or Collection Agency to collect payment. All additional costs for court, sheriff and lawyer fees shall be borne by the water customer.
- J. Water service charges cannot, by lease, contract, agreement or otherwise, be transferred by an owner (customer) to any person or tenant for the purpose of relieving the owner (customer) from payment of the water charges and late payment charges. The Water bills are sent to the property owner. We will not mail water bills in care of the tenants at the property; however, a tenant may make an agreement to pay the water bill if the water is to be shut off due to non-payment by the owner.
- K. All water service charges may become a lien upon the real estate serviced as provided in RSA Chapter 38, Section 22. All water bills not paid by the previous owner are to be transferred to the new owner as a result of purchasing the property. (Revised 4/21/04 as approved in minutes of 4/31/81)

ARTICLE 7 – OWNERSHIP CHANGE

- A. The last Owner of record on file at the office of the Berlin Water Works is responsible for notifying the Berlin Water Works of any change of ownership and bill mailing address for the premise served. This notification must be prior to the final transfer. The Berlin Water Works will read the meter and render the previous owner a bill for water use up to the date of ownership change.
- B. A change of Ownership Charge (fee) will be charged to each new owner to cover the cost of meter reading at time of property transfer and for changing necessary office records. See Rate Schedule for charge (fee) amount.

ARTICLE 8 – MAINTENANCE OF PLUMBING

- A. Customers shall maintain the water service pipe and fixtures within their own premises in good repair, free from leaks and protected from freezing, at their own expense. For failure to do so and upon proper notification by the Berlin Water Works, water service shall be discontinued. Any relocation of the water service pipe on customer's premises shall be at the customer's expense. In no event shall the Berlin Water Works be responsible for any damage done by water escaping from the water service line.

ARTICLE 9 – HOT WATER TANKS & HEATING APPARATUS

- A. All customers having direct pressure hot water tanks or appliances must place proper automatic vacuum, temperature, and pressure relief valves in the pipe system to prevent any damage to such tanks or appliances should it become necessary to shut off the water on the street mains or service pipe. Service will be provided to such direct pressure installations only at the customer's (owner's) risk and in no case will the Berlin Water Works be liable for any damages occasional thereby. All hot water tanks and heating apparatus shall have a back flow preventor on the cold water feed.

ARTICLE 10 – TAMPERING

- A. All customers shall be connected to the Berlin Water Works water delivery system through water reading meters which are fully compliant with the Rules and Regulations, procedures and protocols of the Berlin Water Works.
- B. Any unauthorized attempt by any water Customer to alter, divert, modify or otherwise tamper with any water meter, valves, piping or appurtenances belonging to the Berlin Water Works and/or to attempt to use, install or otherwise place into service a noncompliant water reading meter, is a violation of these Rules and Regulations and is per se invalid. Any such attempts shall be subject to the following enforcement provisions:
1. Customers having been found to have made such unauthorized attempts to revert to noncompliant metering shall be notified in writing of the violation and shall have three calendar days to reverse such noncompliant metering at their costs, however, under the supervision of Water Works staff.
 2. Customers having been found to have made such unauthorized attempts shall be charged a noncompliance fee the sum of \$500.00 which shall be added to the Customer's water bill for payment on the next billable quarter.
 3. For each day such unauthorized attempts shall remain unchanged, such Customers having been found to have made such unauthorized attempts shall be billed an additional \$50.00 per diem for each and every day the unauthorized attempts remain non-compliant, which sums shall be added to the Customer's water bill for payment on the next billable quarter.
 4. The Berlin Water Works reserves the right to conduct random inspections of water Customer's water meters as a part of regular maintenance activities as in its discretion it may deem fit to monitor the unauthorized attempts to use non-compliant water metering systems.

ARTICLE 11 – WINTER CONSTRUCTION

- A. No service line shall be connected to the Berlin Water Works distribution system (water main) between November 1st and April 15th, unless previously coordinated and authorized by the Superintendent or his authorized representative.

ARTICLE 12 – RUNNING WATER PROGRAM

- A. Due to several customers who have water service lines that freeze during severe cold weather, the Berlin Water Works has a running water program which permits certain customers to run water to prevent the service line from freezing. In order to run water, the customer must have a letter on file with the Berlin Water Works which gives permission for the customer to run water between the period announced by the Berlin Water Works. At a minimum, the amount of water that you should be running from your faucet is the amount of water required to fill a quart container within twenty seconds. (revised 3/16/05)
- B. No running water permits shall be granted to new customers applying for connections to the water distribution system, as the new services must be installed with six (6) feet of earth cover or with five (5) feet of earth cover and insulated.
- C. Running water program normally involves the May quarter water bills. A running water credit will be allowed on the customer's bills for the customers who have been approved to run water. The water bill for this quarter will be adjusted to the February quarter consumption to allow for the running water credit. If a customer has a leak during the February quarter consumption used for running water will be based on a period before the leak was detected. Other bill periods may be involved due to unusual weather conditions. The Berlin Water Works will inform customers when other bill periods are involved. (revised 3/16/05)
- D. Berlin Water Works will inform customers when to start and stop running water. Customers are not to run water prior to the announced time. Certain individuals may be granted permission by the Berlin Water Works to run water prior to the announced time due to unusual circumstances.
- E. Where water mains only, are replaced in the street, all customers on the street who have a running water permit will be placed on a trial program in order to determine if service line freeze-up is still an issue. Data will be collected on the service and corrective actions planned based on that data. Customers will be given an opportunity to lower their water service line at their expense at the time of water main replacement. Where water mains and

service lines are replaced in the street, all customers on the street who have a running water permit will have their permit voided immediately after the work of replacement has been completed. For these customers who have their permits voided, the customer will not be placed back onto the running water program and all future water used by the customer to prevent their water service line from freezing shall be billed to the customer. A special exception may be granted by the Board of Water Commissioners. (revised 3/16/05)

ARTICLE 13 – PUBLIC HYDRANTS

- A. Hydrants shall not be used for any purpose other than the extinguishments of fires and for such other purposes as may be mutually agreed to by the Berlin Water Works and the City of Berlin. In no case shall hydrants be opened by any person other than an agent of the Berlin Water Works, or a duly authorized representative of the City of Berlin who is approved by the Berlin Water Works to open and close hydrants with Berlin Water Works approved hydrant wrench. Hydrants shall not be used for filling swimming pools. All water usage permitted off hydrants shall be metered.
- B. In cases where use of water from a hydrant is requested, and permission is granted by the Berlin Water Works, an adapter with meter will be installed on the hydrant by the Berlin Water Works, after a deposit for the estimated water to be used has been made by the user of the water at the Berlin Water Works office.
- C. After completion of the usage of the hydrant, the user of the water shall notify the Berlin Water Works office. An authorized representative of the Berlin Water Works will close the hydrant and remove the adapter and meter. If there is no damage to the hydrant or the adapter, the charge for water used will be deducted from the deposit and the balance if any, returned to the user. If actual usage exceeds the amount estimated, the balance is due the Water Works. (See Rate Schedule).

ARTICLE 14 – PRIVATE FIRE PROTECTION

- A. An application for private fire service must be accompanied by a plan of the proposed piping system, together with a statement explaining for what other purposes the system might be used for.
- B. All cost for installation and maintenance of private service lines, including water main taps and meters that may be required by the Berlin Water Works shall be the responsibility of the owner(s) of the premise to be serviced, regardless of whether installed or maintained by the Berlin Water Works or the owner(s).
- B. All water supplied through private fire service pipe(s) may, at the option of the Berlin Water Works, be metered and special measuring or detecting

devices may be installed, and all such meters and devices shall be approved, furnished and set by the Berlin Water Works at the owner(s) expense.

- C. Where a standpipe, reservoir, pump, tank or cistern is used, it shall be constructed so as to shield and protect the water from all possible contamination according to complete plans submitted to and approved by the Berlin Water Works.
- D. In the construction of the facilities in D., above, provision shall be made for means of easy and safe access to their interiors by the agents of the Berlin Water Works for the purpose of inspection and to permit cleaning as required by the Berlin Water Works. A draw-off pipe shall be provided for periodic inspection of the water. Draw-off pipe shall not be connected to any sewer, drain or outlet in any way that would permit pollution of the water. All Storage facilities are to be covered and all vents screened.
- E. Berlin Water Works in no guarantees to furnish quantities of water through any fire service, nor does it undertake to guarantee anything relative to that service, but the Water Works will endeavor to maintain reasonable service.
- F. Private fire service and fire apparatus connected therewith may be tested by the owner (s) or by insurance inspectors under the following conditions:
 - (1) Notice be given at the Berlin Water Works office of a planned test. Day and hour to be mutually agreed upon by the Berlin Water Works and tester.
 - (2) Test to be conducted in the presence of an agent of the Water Works.
 - (3) Cost of the Water Works involvement to be paid by the owner(s).

ARTICLE 15 – LIABILITY

- A. Berlin Water Works will not be responsible for any damage caused by shutoff(s) in the street mains or water service pipes because of shortage of supply, repairs, or construction, or for other reasons beyond the control of the Berlin Water Works. When practicable, notice of a shutoff will be given; however, nothing of this rule shall be construed as requiring the giving of such notice. Berlin Water Works will not be responsible for any damage done by water escaping from the water service line.
- B. Berlin Water Works will not be responsible for damage caused by dirty water which may be occasioned by periodic cleaning of pipes, reservoirs, standpipes, or the opening or closing of any valves of hydrants, or any other cause due to no lack of reasonable care on the part of the Berlin Water Works.

- C. Berlin Water Works will not be responsible for any damage caused by electric thawing of water service pipes. A customer who request the Berlin Water Works to thaw frozen water service lines must sign a General Release and Agreement Form which holds harmless the Berlin Water Works from all claims for all damages that may occur as a result of the Berlin Water Works working on the frozen water service line.

ARTICLE 16 – RIGHT OF ACCESS

- A. Any authorized representative of the Berlin Water Works shall have the right and be permitted access to the customer's premises at any reasonable time to inspect the plumbing, meter, fixtures or appliances supplied with water. Said representatives shall also have the right to set, read remove, replace or repair meters and to enforce the rules and regulations of the Berlin Water Works. Outside meter remote readers shall be made accessible to the representative of the Berlin Water Works during normal meter reading hours of 7:00 AM to 3:00 PM. No dogs shall be penned inside a fence or be allowed on a dog runner that would permit the dog access to the Berlin Water Works representative while he/she is entering the customer's property to read the meter remote.
- B. Berlin Water Works representatives will present proper identification to inhabitants of premises prior to entering the building for inspection of inside plumbing and meter. When reading outside meter readings, the Water Works meter reader shall show his/her identification when requested to do so by the Owner or occupant of the building being read.

ARTICLE 17 – QUANTITY AND QUALITY OF WATER SERVICE

- A. Berlin Water Works is no way guarantees the quantity, quality, pressure of water, but will endeavor to render the best possible service at all times.

ARTICLE 18 – EXTENSION OF WATER MAINS

- A. The Board of Water Commissioners shall, at its discretion, authorize any water main extension in any accepted public street. Authorization will be made subject to conditions and requirements prescribed by the Board of Water Commissioners for the best interest of the City and its inhabitants.
- B. All water main extensions will be owned and maintained by the Berlin Water Works, regardless if installed by the Berlin Water Works, customer, or developer.
- C. Size of pipe, material and installation requirements will be determined by the Berlin Water Works.

- D. Developers of tracts of land, at the developer's cost, shall be required by the Berlin Water Works to perform the installation of the water main under special agreement based on actual cost of installation and materials. Inspection shall be provided by the Berlin Water Works and cost, therefore, paid by the developer. The Berlin Water Works assumes no liability for damage to persons or property caused by said water main until final acceptance, which shall be two (2) years after completion of the pipe installation contract.
- E. No water serviced shall be allowed to be connected to a water main until all conditions prescribed by the Board of Water Commissioners and the Superintendent has been complied with.

ARTILCE 19 – AMENDING OF RULES AND SPECIAL EXCEPTIONS

- A. At any regular meeting of the Board of Water Commissioners, the foregoing rules and regulations may be amended by a majority vote.
- B. The Board of Water Commissioners, by majority vote, may in its discretion, order a special exception of the rules in such cases where an injustice due to strict enforcement of rules may be imposed. If a special exception is made; however, it shall not be construed as establishing a precedent in cases future consideration.

ARTICLE 20 – PREVIOUS RULES AND REGULATIONS

- A. All Previous rules and regulations (whether published or unpublished) inconsistent with the foregoing rules and regulations are hereby repealed.

ARTICLE 21 – RULES & REGULATION IN CONFLICT WITH STATE & FEDERAL REGULATIONS

- A. Whenever these rules are in conflict with State & Federal Regulations, the more stringent regulation will take precedence.

Water Rate Sheet

**BERLIN WATER WORKS
55 WILLOW STREET
BERLIN, NH 03570-1883
RATE SCHEDULE**

MISCELLANEOUS SERVICE CHARGES:

Approved by the Board of Water Commissioners on March 16, 2005. To become effective immediately.

LATE PAYMENT:

The amount due for quarterly water bill shall be paid within thirty (30) days upon presentation. Interest is charged on balance and calculated daily based on monthly rate of 1.5% per month. All other invoices for services rendered are due within thirty (30) days of date of invoice. Interest will be charged at 1.5% per month over thirty days due.

CHANGE OF OWNERSHIP:

A change of ownership fee will be charged to the new property owner on record at time of property transfer. The fee amount shall be \$50.00.(revised 4/19/06)

SEASONAL WATER USE OR OTHER SIMILAR USES:

A charge of \$20.00 will be made for setting the meter and turning on the water. A charge of \$20.00 will be made for removing the meter and shutting off the water. If thawing of the service line is required to turn on the water, an additional charge for thawing will be billed to the customer. Any damage to the water meter as a result of not removing the meter shall be billed to the customer for its' repair.

RESTORING DISCONTINUED SERVICE:

A \$75.00 service charge will be collected when a water service line or private fire protection service is restored after being shut off for non-payment. The reconnection fee will be increased to \$150.00 for non-payment customers who have been shut-off for non-payment in the previous 2-year period.

RATES FOR CUSTOMERS WHOSE SERVICE LINE IS SHUT OFF:

A minimum \$20.00 Assessment Charge plus \$5.00 per unit Fire Protection Charge plus a \$2.05 Customer Charge is due per quarter. If the water is off consecutively for three years the charge per quarter is \$5.00 per unit Fire Protection Charge plus \$2.05 Customer Charge. If a building is demolished the fees are discontinued.

CUSTOMERS WITH PRIVATE WELLS:

Customers who have private wells will be charged \$20.00 to turn off the water at their request. When the water has been off for a full quarter, they will be charged a Fire Protection Fee of \$5.00 per unit and a Customer Charge of \$2.05 quarterly.

BAD CHECK PROCESSING:

A service charge of \$25.00 will be invoiced to the customer for bad check processing.(revised 3/16/05)

FROZEN SERVICE LINE THAWING FEE:

A service charge of \$150.00 for the first hour plus \$75.00 per every ½ -hours required will be invoiced for all water service lines thawed due to a frozen service pipe. Service pipes will not be thawed if the customer has a past due balance on their account. In addition to regular hourly rate, a \$50.00 fee will be charged for repeat service line thaws in the same winter season. (revised 3/16/05)

REPAIRS TO FROZEN METER:

The charge to an owner for repairing a meter frozen on his premise shall be the cost of each such repair, plus the time and equipment expensed required to replace the meter but not less than \$100.00 for each such repair. This is in addition to the service line thawing where both the service line and meter are frozen. When owners requests on site assistance, and it is determined that the water is frozen within the structure, the \$100.00 fee will be charged. (revised 3/16/05)

BACKFLOW PREVENTOR TEST FEE:

A service charge of \$50.00 for each backflow preventor tested shall be invoiced to the Owner on record of the backflow preventor. Double check valves shall be tested once a year. Reduced pressure zone preventors shall be tested twice a year.

FIRE PROTECTION CHARGES:

For each private hydrant, a charge of \$75.00 per quarter will be billed. For public hydrants (Fire Protection), a charge of \$5.00 per dwelling unit with a \$75.00 maximum will be billed. Sprinkler Charges will be charged on actual number of sprinkler heads at \$.10 each per billing quarter.

METER TEST FEE:

When requested by the Owner, a meter test fee of \$50.00 will be invoiced for each meter tested up to one and one-half inch size. For all other meters, the actual cost to test the meter shall be invoiced to the Owner but in no case shall it be less than \$50.00.

RECORD RESEARCH FEE:

When requested by customer to provide information on one year or more of customer records, a research fee will be invoiced per employee hour spent on the research but in no case shall it be less than \$30.00. (revised 3/16/05)

EMERGENCY SERVICE:

Customer emergency service call to turn on or turn off water service after or before regular working hours (7:00 AM to 2:00 PM, excluding Saturday, Sunday and holidays) shall be invoiced at cost of each such call but in no case shall it be less than \$150.00. Emergency phone numbers are 752-3131(Police Department) or 752-3135 (Fire Department). (revised 3/16/05)

WATER WORKS LABOR, EQUIPMENT & MATERIAL CHARGES:

These charges will be invoiced in accordance with a schedule set by the Board of Water Commissioners. As these charges vary based upon service required, no attempt is made to list these charges in this rate schedule. Said charges are available at the Berlin Water Works Office.